

| | | | | | | | |
|---|--|-------------------------------------|--|--|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE J | | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 0002 | | 3. EFFECTIVE DATE 5/28/02 | | 4. REQUISITION/PURCHASE REQ. NO. W25PHS13312998 | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390 | | CODE DACW61 | | 7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, PHILADELPHIA POC: LANE M GARY WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390 | | CODE E5CTCLMG | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | | <input checked="" type="checkbox"/> X | | 9A. AMENDMENT OF SOLICITATION NO. DACW61-02-B-0003 | |
| | | | | <input checked="" type="checkbox"/> X | | 9B. DATED (SEE ITEM 11) 19-Feb-2002 | |
| | | | | | | 10A. MOD. OF CONTRACT/ORDER NO. | |
| | | | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> X is extended, <input type="checkbox"/> is not extended. | | | | | | | |
| <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) MAINENANCE DREDGING, WILMINGTON HARBOR, CHRISTINA RIVER, DELAWARE | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | | | |
| C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| D.OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> X is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THIS AMENDMENT EXTENDS THE BID OPENING DATE TO JUNE 11, 2002 AT 11:00AM. (Continued on next page.) | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | |
| 15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign) | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

a. SF 1442 AND BIDDING SCHEDULE:

(1) Please delete page (1) of SF 1442 in its entirety and substitute the new page (1), annotated Amendment No. 0002, attached hereto.

(2) Please delete page 00010-3 of Section 00010-Bid Schedule and substitute the new page of the same number, annotated Amendment No. 0002, attached hereto.

b. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS:

(1) TABLE OF CONTENTS, SPECIAL CONTRACT REQUIREMENTS - Please delete page i, the TABLE OF CONTENTS, SPECIAL CONTRACT REQUIREMENTS, in its entirety and substitute the new page of the same number, annotated Amendment No. 0002, attached hereto.

(2) SECTION 00815 - WAGE RATES - Please delete pages 00815-3 to 00815-12 in their entirety and substitute the new pages of the same number, annotated Amendment No. 0002, attached hereto.

(3) SECTION 00850 - ABSTRACT OF BOTTOM SAMPLES - Please add page 00850-1, "ABSTRACT OF BOTTOM SAMPLES", annotated Amendment No. 0002, attached hereto.

c. TECHNICAL SPECIFICATIONS:

(1) Section 02325 - DREDGING: Please delete pages 02325-10 through 02325-13 in their entirety and substitute the new pages 02325-10 through 02325-14, annotated Amendment No. 0002, attached hereto.

(2) Section 02325 - DREDGING: Please make the following pen and ink changes to page 02325-14, Daily Report of Operations, and page 02325-15, NADP Form 28 - change the bottom page numbers to read "02325-15" and "02325-16", respectively.

d. CONTRACT DRAWINGS: Drawing Nos. 61408 and 61409 - Please delete Drawing Number 61408, "SOUNDINGS, STA. 000+00 TO STA. 6+236.8", and Drawing Number 61409, "SECTIONS", in their entirety and substitute the revised sheets, of the same Drawing Numbers, with a revision date of 24 May 2002, attached hereto.

e. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0002. Failure to acknowledge all amendments may be cause for rejection of the bid.

BIDDING SCHEDULE
 (To be attached to SF 1442)

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Estimated Amount |
|------------------------|---|-----------------------|------|---------------|---------------------|
| 1. | Mobilization & Demobilization | 1 | JOB | L.S. | \$ |
| 2. | Removal & Satisfactory Disposal of Material | 465,600 | CY | \$ | \$ |
| | Adjustment in bid price if Contractor-furnished disposal areas, described as hereinafter specified, are used, deduct | 1 | JOB | L.S. | \$ |
| TOTAL ESTIMATED AMOUNT | | | | | \$ |

NOTE: Bidders must bid on all items.

ACCEPTANCE OF ADJUSTMENT FOR CONTRACTOR-FURNISHED DISPOSAL AREAS: Award of the contract on the basis of using Contractor-furnished disposal areas will be subject to the acceptance of these disposal areas by the Contracting Officer. The Contractor shall be required to obtain all applicable Federal and State approvals as specified in SECTION: COORDINATION FOR CONTRACTOR-FURNISHED DISPOSAL AREAS of the Specifications. Failure by the bidder to furnish these approvals with the bid at the time of the bid opening will result in the bid for use of the Contractor-furnished disposal areas to be rejected as being non-responsive.

If the bidder proposes to use disposal areas other than those stipulated in the specifications, an adjustment in the bid price based on acceptance of the Contractor-furnished areas shall be entered as an adjustment item in the Bidding Schedule and the net total bid price. If the bid is based on the use of Contractor-furnished areas, the bidder shall execute DESCRIPTION OF DISPOSAL AREAS form, complete in accordance with the notations thereon, and shall submit the form with the bid. The bid shall adequately describe such Contractor-furnished areas and shall be accompanied by the written permission of the land owners. Description of Contractor-furnished areas shall include location, size and capacity of each area. If the bidder proposes to use both the Government-furnished areas shown on the contract drawings and Contractor-furnished areas, he shall describe in his bid the portion or portions of all the areas which will be used and the estimated quantity of dredged material to be placed in each area.

TABLE OF CONTENTS
SPECIAL CONTRACT REQUIREMENTS

| | |
|--------------|---|
| 00800 | SPECIAL CLAUSES |
| 00805 | CONTRACT ADMINISTRATION |
| 00815 | WAGE RATES |
| 00835 | REGIONS FOR THE CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATIONS EXPENSE SCHEDULE |
| 00845 | SURVEY CONTROL DESCRIPTION SHEETS |
| 00850 | <i>ABSTRACT OF BOTTOM SAMPLES</i> |

General Decision Number DE020008

General Decision Number DE020008 Superseded General Decision No. DE010008

State: DELAWARE

Construction Type:

DREDGING

County(ies):

STATEWIDE

Delaware

All dredging, except self-propelled hopper dredges, on the Atlantic Coast to the southerly border of the state of Maryland, tributary waters emptying into the Atlantic Ocean, the Chesapeake & Delaware Canal, Baltimore City and Baltimore County, Maryland.

Modification Number Publication Date

0 03/01/2002

COUNTY(ies):

STATEWIDE

ENGI0025D 10/01/2001

| | Rates | Fringes |
|----------------------------|-------|----------|
| DIPPER & CLAMSHELL DREDGE: | | |
| Operator | 27.45 | 6.20+a+b |
| Engineer | 24.17 | 6.20+a+b |
| Maintenance Engineer | 23.07 | 5.60+a+b |
| Welder | 22.71 | 5.60+a+b |
| Mate | 21.51 | 5.60+a+b |
| Boat Master | 22.73 | 6.20+a+b |
| Boat Captain | 21.66 | 5.60+a+b |
| Oiler | 18.18 | 5.00+a+b |
| Deckhand; Tug Deckhand | 17.73 | 5.00+a+b |
| Scowman | 17.49 | 5.00+a+b |
| DRAG BUCKET DREDGE: | | |
| Operator | 25.09 | 6.20+a+b |
| Engineer | 21.41 | 6.20+a+b |
| Maintenance Engineer | 21.21 | 5.60+a+b |
| Mate | 19.82 | 5.60+a+b |
| Deckhand | 16.17 | 5.00+a+b |
| HYDRAULIC DREDGES: | | |
| Leverman | 26.95 | 6.20+a+b |
| Engineer; Derrick Operator | 23.64 | 6.20+a+b |
| Chief Mate | 23.29 | 6.20+a+b |
| Chief Welder | 23.94 | 6.20+a+b |
| Maintenance Engineer | 23.07 | 5.60+a+b |
| Electrician | 22.92 | 6.20+a+b |
| Welder Dredge | 22.70 | 5.60+a+b |
| Spider Barge Operator | 22.50 | 5.60+a+b |
| Mate | 21.51 | 5.60+a+b |

| | | |
|--|-------|----------|
| Boat Master | 22.72 | 6.20+a+b |
| Boat Captain | 21.66 | 5.60+a+b |
| Steward | 21.49 | 6.20+a+b |
| Oiler | 18.18 | 5.00+a+b |
| Deckhand | 17.50 | 5.00+a+b |
| Tug Deckhand | 17.73 | 5.00+a+b |
| Shoreman | 17.50 | 5.00+a+b |
| Assistant Cook | 17.61 | 5.00+a+b |
| Night Cook | 17.61 | 5.00+a+b |
| Messman | 17.10 | 5.00+a+b |
| Janitor/Porter | 17.10 | 5.00+a+b |
| Fill Placer | 23.29 | 6.20+a+b |
| Assistant Fill Placer | 21.32 | 6.20+a+b |
| COMPANY LEAD DREDGEMAN: | | |
| Lead Dredgeman | 26.95 | 6.20+a+b |
| TUG BOATS over 1,000 H.P. (with master or captain having license endorsed for 200 miles off shore): | | |
| Tug Master | 24.14 | 6.20+a+b |
| Tug Captain | 23.17 | 6.20+a+b |
| Tug Chief Engineer | 22.45 | 5.60+a+b |
| Tug Engineer | 21.99 | 5.60+a+b |
| Tug Deckhand | 17.73 | 5.00+a+b |
| TUG BOATS over 1,000 H.P. (without master or captain having license endorsed for 200 miles off shore): | | |
| Tug Master | 22.72 | 6.20+a+b |
| Tug Captain | 21.66 | 5.60+a+b |
| Tug Engineer | 21.99 | 5.60+a+b |
| Tug Deckhand | 17.73 | 5.00+a+b |
| DRILL BOATS: | | |
| Engineer | 23.54 | 6.20+a+b |
| Blaster | 23.81 | 6.20+a+b |
| Driller | 23.55 | 6.20+a+b |
| Welder | 23.30 | 5.60+a+b |
| Machinist | 23.30 | 5.60+a+b |
| Tug Master | 20.48 | 6.20+a+b |
| Tug Captain | 19.53 | 5.60+a+b |
| Oiler | 20.46 | 5.00+a+b |
| Tug Deckhand | 15.97 | 5.00+a+b |
| Core Driller | 18.56 | 5.00+a+b |
| DIVERS: | | |
| Diver | 39.98 | 6.20+a+b |
| Standby Diver | 26.60 | 6.20+a+b |
| Tender | 30.77 | 6.20+a+b |
| Standby Tender | 22.11 | 5.60+a+b |

DREDGING PIPELINE CABLE-LAYING:

| | | |
|-----------------------------|-------|----------|
| Leverman | 27.56 | 6.20+a+b |
| Control Tower Operator | 24.35 | 6.20+a+b |
| Rigger | 18.01 | 5.00+a+b |
| Line up Operator, End Prep. | 17.43 | 5.00+a+b |
| Diver | 40.85 | 6.20+a+b |
| Diver Tender | 25.36 | 6.20+a+b |

ENGINEER:

| | | |
|---------------------|-------|----------|
| 1st | 24.35 | 6.20+a+b |
| 2nd, 3rd & 4th | 24.04 | 6.20+a+b |
| Electrician | 24.48 | 6.20+a+b |
| Electro Hydro Tech. | 19.70 | 5.60+a+b |
| Tug Master | 25.57 | 6.20+a+b |
| Tug Captain | 22.29 | 6.20+a+b |

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

General Decision Number DE020005

General Decision Number DE020005 Superseded General Decision No. DE010005

State: DELAWARE

Construction Type:

HEAVY

County(ies):

STATEWIDE

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 03/01/2002

1 03/08/2002

2 03/22/2002

3 05/03/2002

COUNTY(ies):

STATEWIDE

CARP0454C 07/01/2000

| | Rates | Fringes |
|------------------------------|-------|---------|
| NEW CASTLE AND KENT COUNTIES | | |
| PILDRIVERMEN | 26.20 | 16.14+a |

FOOTNOTE FOR PILEDRIVERMEN:

- a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Washington's Birthday.

CARP0626B 05/01/2001

| | Rates | Fringes |
|------------------------------|-------|---------|
| NEW CASTLE AND KENT COUNTIES | | |
| CARPENTERS | 28.07 | 6.95 |

CARP1545B 05/01/1998

| | Rates | Fringes |
|----------------------------|-------|---------|
| KENT & NEW CASTLE COUNTIES | | |
| MILLWRIGHTS | 27.41 | 7.49 |

CARP2012B 05/01/2001

| | Rates | Fringes |
|---------------|-------|---------|
| SUSSEX COUNTY | | |
| CARPENTERS | 20.54 | 6.64 |
| MILLWRIGHTS | 22.29 | 6.64 |
| PILEDRIVERMEN | 21.54 | 6.64 |

ELEC0126F 12/30/2001

| | Rates | Fringes |
|-------------------------|-------|----------|
| LINE CONSTRUCTION: | | |
| Linemen; cable splicers | 30.65 | 3.30+18% |

| | | |
|-----------------------|-------|----------|
| Winch truck operators | 21.46 | 3.30+18% |
| Truck drivers | 19.92 | 3.30+18% |
| Groundmen | 18.39 | 3.30+18% |

 ELEC0313B 12/01/2001

| | | |
|--------------|-------|---------|
| | Rates | Fringes |
| ELECTRICIANS | 28.38 | 46.58% |

 ENGI0542F 05/01/2001

| | | |
|----------------------------|---------|-------------|
| | Rates | Fringes |
| POWER EQUIPMENT OPERATORS: | | |
| Wage Group I | \$22.94 | \$13.02 + A |
| Wage Group II | \$22.62 | \$12.92 + A |
| Wage Group III | \$20.56 | \$12.32 + A |
| Wage Group IV | \$20.20 | \$12.21 + A |
| Wage Group V | \$18.29 | \$11.64 + A |
| Wage Group VI | \$17.72 | \$11.48 + A |

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, and Election Day; Provided the employee works the scheduled work day before and after the scheduled work day following the holiday.

***TOXIC/HAZARDOUS WAST REMOVAL** Add 20 per cent to basic hourly ratge for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP I: Handling steel and stone in connection with erection; Cranes (including overhead cranes); Any machines handling machinery; Cable spinning machine; Helicopters; Concrete Pumps; Machines similar to above including remote control equipment.

GROUP II: All Types of Backhoes; Cableways; Conveyor Loaders; Drag Lines; Keystones; All Types of Shovels; Derricks; Trench Shovels; Trenching Machines; Pippin Type Backhoes; Hoist with Two Towers; All Pavers (Concrete and Blacktops); Fork Lift; Batch Plant with Mixer; All Autograde & Concrete Finishing Machines (excluding Trowel Mach); Concrete Breaking Machines (Guillotine Type & Remote Type); Building Hoist-- Double Drum (unless used a Single Drum); Milling Machine;Mucking Machines in Tunnel; Motor Patrols (Fine Grade); Gradalls;Scrapers & Tournapulls; Front-End Loaders; Bulldozers and Tractors; Boat Captain; Tandem Scrapers; Tower Type Crane Operation, Erecting, Dismantling, Jumping or Jacking; Drills Self-Contained (Drillmaster Type); Chipper with Boom; Tree Spade; Concrete Breaking Machines; (Guillotine Type and Remote Type); Bundle Puller-Extractors (Tubular Type); Machines similar to the above including Remote Control Equipment.

GROUP III: Conveyors (Except Building Conveyors); Asphalt Plant

Engineers; High or Low Pressure Boilers; Well Drillers; Ditch Witch Type Trenchers; Motor Patrol; Concrete Breaking Machines; Rollers; Fine Grade Machines; Elevator Operator; Building Hoist (single drum); Stump Grinder; Machines similar to the above including remote control equipment.

GROUP IV: Seamen pulverizing Mixer; Tireman on Power Equipment; Maintenance Engineer (Power Boat); Farm Tractors; Form Line Graders; Road Finishing Machines; Power Boom; Seed Spreader; Grease Truck; Machines similar to the above including remote control equipment.

GROUP V: Conveyors (Building); Welding Machines; Heaters; Wellpoints; Compressors; Pumps; Miscellaneous Equipment Operator; Machines similar to the above including Remote Control Equipment.

GROUP VI: Fireman; Oilers and Deckhands (Personnel Boats); Grease Truck Helper.

IRON0451B 07/01/2001

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| IRONWORKERS: | | |
| Structural, Ornamental, Reinforcing | | |
| Riggers & Machinery Movers | 24.60 | 14.80 |

LABO0199A 05/01/2001

| | Rates | Fringes |
|-------------------|-------|---------|
| NEW CASTLE COUNTY | | |
| LABORERS: | | |
| GROUP 1 | 14.77 | 8.21 |
| GROUP 2 | 14.92 | 8.21 |
| GROUP 3 | 15.07 | 8.21 |
| GROUP 4 | 17.07 | 8.21 |

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; asphalt tamper; asphalt raker; concrete pitman; landscaper; planter; puddler; railroad trackman; rubber magazine tender; seeder and arboriate; signalman.

GROUP 2: Pipelayers.

GROUP 3: Blasters; caissons and cofferdams (open air below 8 ft where caissons and cofferdams are 8 ft. or more below level of natural grade adjacent to starting point); diamond point drills; form setters; gunite nozzle operators; wagon drills.

GROUP 4: Asbestos Removal Worker.

LABO0847C 05/01/2001

| | Rates | Fringes |
|------------------------|-------|---------|
| KENT & SUSSEX COUNTIES | | |
| LABORERS: | | |
| GROUP 1 | 15.84 | 8.11 |

| | | |
|---------|-------|------|
| GROUP 2 | 16.09 | 8.11 |
| GROUP 3 | 16.34 | 8.11 |
| GROUP 4 | 19.09 | 8.11 |

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; asphalt tamper; asphalt raker; concrete pitman; landscaper; planter; puddler; railroad trackman; rubber magazine tender; seeder and arboriate; signalman.

GROUP 2: Pipelayers.

GROUP 3: Blasters; cassions and cofferdams (open air below 8 ft where caissons and cofferdams are 8 ft. or more below level of natural grade adjacent to starting point); diamond point drills; form setters; gunite nozzle operators; wagon drills.

GROUP 4: Asbestos Removal Worker.

 * PAIN1021B 05/01/2001

| | Rates | Fringes |
|------------------|-------|---------|
| PAINTERS: | | |
| Brush, Roller | 23.48 | 7.08 |
| Spray, Sandblast | 23.48 | 7.08 |
| Bridge | 26.56 | 7.08 |

 PLAS0008B 05/01/2001

| | Rates | Fringes |
|----------|-------|---------|
| PLASTERS | 25.35 | 13.40 |

 PLAS9592A 05/01/2000

| | Rates | Fringes |
|---------------|-------|---------|
| CEMENT MASONS | 24.95 | 5.30 |

 PLUM0074B 06/18/2001

| | Rates | Fringes |
|---|-------|---------|
| KENT (North of the Southern boundary of Dover) AND NEW CASTLE COUNTIES: | | |
| PLUMBERS & PIPEFITTERS | 29.94 | 13.55+a |

FOOTNOTE::

A. PAID HOLIDAYS: Labor Day, Christmas Day, and General Election Day

 * PLUM0782A 02/15/2002

| | Rates | Fringes |
|---|-------|---------|
| KENT (Except area North of the Southern boundary of Dover), AND SUSSEX COUNTIES | | |
| PLUMBERS & PIPEFITTERS | 25.58 | 2.76 |

 TEAM0326B 05/01/2000

| | Rates | Fringes |
|----------------|-------|----------|
| TRUCK DRIVERS: | | |
| GROUP 1 | 17.32 | 8.06+a+b |
| GROUP 2 | 17.49 | 8.06+a+b |
| GROUP 3 | 17.57 | 8.06+a+b |

FOOTNOTES FOR TRUCK DRIVERS:

- a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day provided the employee worked the day prior to the holiday or the first scheduled work day following the holiday.
- b. PAID VACATION: Employees having at least one year of service receive 1 week paid vacation; employees having at least five years of service receive 2 weeks paid vacation

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Dump Trucks (Single Axle); Dumpsters; Escort and Pilot Vehicles; Flatboy; Material Trucks (straight jobs); Greasers, Steamers; Material Checkers and Receivers; Panel Trucks; Pick-ups; Rubber Tired (Towing or Pushing Flatbody Vehicles); Tire Man

GROUP 2: A-Frames; Agitators or Mixers; Asphlat Distributors; Dispatchers; Low-Boys; Semi-Trailers; Tandems and Batch Trucks

GROUP 3: Euclid tupe or similar off-highway equipment (where not self-loaded); Specialized earth moving equipment); Truck Mechanics; Twin Engine Equipment and Double-Hitched Equipment (Where not self-loaded)

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

The Contractor shall provide, prior to commencement of pumping, a sufficient number of flash-boards for the sluice, as required, for the retention of dredged material under this contract and shall assure that the entire sluice length is effective. Strong solution for brush treatment shall be available at the site and all cut surfaces shall be heavily brushed.

3.4.3 Continuing Effluent Control

Upon completion and acceptance of a work assignment, the Contractor shall provide continuing, intermittent labor to assure that effluent control is continued beyond the completion of dredged discharge into the disposal area. Control, including the removal of flash-boards, shall be continued until water impoundment is reduced to that which existed prior to the commencement of disposal into this area. The time required for effluent control beyond completion and acceptance of the work assignment shall not be considered part of the completion time for the contract.

3.5 OVERDEPTH AND SIDE SLOPES

3.5.1 Overdepth

To cover inaccuracies of the dredging process, material actually removed from within the contract limits shown on the Contract Drawings to a depth of not more than 1 foot below the required depth, will be estimated and paid for at the contract unit price for dredging.

3.5.2 Side and End Slopes

No side or end slopes are specified for this contract. Computation of payment quantities will be to the specified depth within the channel edges for all areas requiring dredging with the exception of the north channel and north turning basin edges which shall be dredged to a distance of 25' outside the edges between stations 0+000 and 6+236 when required dredging depths exist at the toe of the channel and basin.

3.5.3 Excessive Dredging

Material taken from beyond the limits specified in the Paragraphs entitled: "Overdepth" and "Side and End Slopes" will be deducted from the total amount dredged as excessive dredging, for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of the Special Clauses entitled: FINAL EXAMINATION AND ACCEPTANCE and SHOALING.

3.6 ESTIMATED QUANTITIES

The total estimated quantity of material necessary to be removed within the specified limits as shown on the Contract Drawings, exclusive of allowable overdepth, is **130,600** cubic yards measured in place. The maximum amount of allowable overdepth dredging, as shown on the drawings and specified herein, is estimated to be **208,100** cubic yards measured in place. ***Based on past experience, it is anticipated that approximately 230,000 cubic yards, measured in place, of shoaling will have occurred between the dates of the survey shown on the drawings and the survey to be made immediately prior to dredging as specified in the Paragraph entitled: MEASUREMENT AND PAYMENT, of this section.*** As a basis for soliciting bids, the sum of **465,600** cubic

yards, measured in place will be used. The following acceptance sections are specified for this contract:

| ACCEPTANCE SECTION | Station to Station | TO PROJECT DEPTH 35' (CY) | TO OVERDEPTH 36' (CY) |
|---------------------------|-----------------------|------------------------------|--------------------------|
| AS-1 | 0+000 to 1+975 | 8,300 | 23,800 |
| | | TO PROJECT DEPTH 38' (CY) | TO OVERDEPTH 39' (CY) |
| AS-2 | 1+975 to 3+600 | 52,800 | 87,900 |
| AS-3 | 3+600 to 4+600 | 39,000 | 53,800 |
| AS-4 | 4+600 to 6+236 | 30,500 | 42,600 |
| SURVEY TOTALS | | 130,600 | 208,100 |
| ESTIMATED SHOALING | | 230,000 | 257,500 |
| ESTIMATED BID QUANTITY | | 465,600 | |

3.7 LIMIT OF DREDGING

3.7.1 General

The area to be dredged is within the limits indicated on the Contract Drawings and specified in the Special Clause entitled: FINAL EXAMINATION AND ACCEPTANCE, as defined by dredging prism indicated in the Paragraphs entitled: OVERDEPTH AND SIDE SLOPES and MEASUREMENT AND PAYMENT, of this section.

3.7.1 Quantity Acceptance

The Contractor is responsible for completing all dredging requirements for any one acceptance section prior to acceptance of the work by the Government. In any portion of an acceptance section, when the before dredging survey indicates dredging is required, the Contractor is responsible for removing any material found to be remaining above the required depth by the after dredging survey, unless such dredging is waived by the Contracting Officer. Material removed as a result of redredging within the dredging prism, will be paid for at the contract unit price and as determined by the quantity calculation resulting from the before dredging survey. In any portion of an acceptance section, when the after dredging survey indicates dredging is required that was not indicated by the before dredging survey, the Contractor shall be responsible for removing such material to the required depth, unless waived by the Contracting Officer. The Contractor will be paid for such work at the contract unit price and an additional quantity calculation will be made based on the after dredging survey, provided that the material is not determined by the Contracting Officer to be misplaced material.

3.8 CONTRACTOR QUALITY CONTROL

The Contractor shall prepare and maintain Daily Report of Operations forms, and shall furnish signed copies thereof with the Daily Quality Control records required in Section 01450 CONTRACTOR QUALITY CONTROL to the Contracting Officer. Copies of the Daily Report of Operations forms to be used are attached at the end of this section. Further instructions on the preparation and submittal of the forms will be provided at the Pre-Dredging Coordination Meeting.

3.9 MEASUREMENT AND PAYMENT

3.9.1 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the Contractor's dredging plant and equipment will be paid for at the contract lump sum price for this item. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the first work assignment area. The remaining forty percent (40%) will be included in the final payment for work under this contract.

In the event the Contracting Officer considers that the amount in this item (60%) which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer, will result in payment of actual mobilization costs, as determined by the Contracting Officer at the completion of mobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the Contracting Officer is not subject to appeal.

All costs connected with the mobilization and demobilization of the Contractor's dredging plant and equipment as defined below shall be included in the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization" as listed in the Bidding Schedule.

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations; i.e., transfer of dredge, attendant plant, and equipment to site; initial installation of pipe; preparation of disposal area, including sluices and drainage structures; and other incidentals in advance of the actual dredging operations.

b. Demobilization shall include general preparation for transfer of plant to its home or standby base, removal of pipelines, cleanup of disposal areas, and transfer of plant to its home or standby base.

3.9.2 Disposal Area Costs

All costs in connection with the development, maintenance and cleanup of the disposal area, including plastic sheeting, the sluice and drainage structures, shall be included in the contract lump sum price for Bid Item No. 1 "Mobilization and Demobilization", as listed in the Bidding Schedule.

Maintenance of the disposal area, and effluent control shall be included in the contract unit price for Bid Item No. 2, "Removal & Satisfactory Disposal of Material".

3.9.3 Dredging

The total amount of material removed and to be paid for under the contract, will be measured by the cubic yard in place. Measurement of the number of cubic yards in place will be made by computing the volume between the

bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by the soundings of surveys made as soon as practicable after the work specified in each acceptance section has been completed. The volume for measurement will include the material within the limits described in the Paragraph entitled: OVERDEPTH AND SIDE SLOPES, less any deductions that may be required for misplaced material described in the Paragraph entitled: DISPOSAL OF EXCAVATED MATERIAL, of this section. The volume of material removed will be generated using either the Average End method or by the TIN(Triangulated Irregular Network) computation, as outlined in the Hydrographic Surveying Manual(DRAFT)(EM 1110-2-1003 dated 1 Jan 2001. All depths obtained from single beam surveys will be utilized for volume computation purposes. If multi-beam survey methodology is used, a 5 foot X 5 foot matrix will be generated from the multi-beam data collected to perform the TIN computation. All survey data used for volume computations will be available to the contractor upon request.

3.9.3.1 Surveys for Acceptance

The Contractor shall notify the Government of his need for acceptance surveys at least three days in advance of the date for each survey (Saturdays, Sundays and holidays are excluded), and shall confirm his need by telephone between 0730 and 0800 hours on the day of each survey by calling O & M Section at (Area Code 215) 656-6750. The Contractor shall schedule the before-dredging survey for an acceptance section within 2 weeks of the expected start date of dredging operations. Only one before-dredging survey will be provided for each acceptance section. The time for any redredging to remove shoals and for second and subsequent surveys in any acceptance section is the responsibility of the Contractor, and must be accomplished within the completion period. The Contractor may accompany the survey party to determine whether he at his own election will perform redredging. The Contracting Officer will notify the Contractor if any redredging is required.

3.9.3.2 Existing Conditions

The drawings listed under the Special Clause entitled: CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS are believed to accurately represent conditions existing at the time indicated, but the depths shown thereon will be updated, as required, by soundings taken prior to the commencement of dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by place measurement to be paid in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

3.9.3.3 Hydrographic Survey Equipment

Hydrographic Surveys will be conducted to meet USACE Performance Standards as defined in the Hydrographic Surveying Manual EM-1110-2-1003 dated 1 January 2002. Surveys will be performed by single transducer sounding techniques, multi-beam sweep type surveys or both. Bottom soundings will be obtained by the single beam fathometer operating at a frequency ranging from 190 to 210 Khz. When utilizing multi-beam technology, the operating frequency will range from 180 to 250 Khz. All fathometers will be calibrated following procedures outlined in the aforementioned EM.

3.9.3.4 Partial Payments

Monthly partial payments will be based on acceptance sections completed as determined by soundings or sweepings taken behind the dredge by the

Government survey party.

-- End of Section -->